
Request for Proposal

Enterprise Finance, Human Resources and Payroll Software and Related Services

(RFP #1894)



**Erie Community College
4041 Southwestern Blvd
Orchard Park NY 14127**

March 23, 2016

Request for Proposal
**Enterprise Finance, Human Resources and Payroll Software and
Related Services**

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Introduction

The purpose of this document is to invite vendors to participate in the Erie Community College procurement process for acquiring Enterprise Finance, Human Resources and Payroll software and related services. In particular, the goal is to solicit proposals for products and services that address the College's needs.

Profile of Erie Community College

Mission Statement

Erie Community College ("ECC" or the "College") meets the needs of a diverse student body and contributes to regional economic vitality by providing excellent, flexible, affordable and accessible educational programs in a multi-campus environment committed to continuous improvement.

ECC will become a national and regional model for the community college of the 21st century. ECC wants to be known as the most student-friendly and accessible college and the place where success begins. ECC will be an inspirational choice where students of all levels of ability attend because it is the best match to their lifestyle and a respected institution among employers within higher education and throughout the region.

Core Values:

- Student Centeredness: Service to students is the primary reason for ECC's existence. We put the student at the center of all programs and services, with responsiveness, accessibility and flexibility within all that we do.
- Accessibility: ECC serves the needs and wants of all students, including those not having educational opportunity elsewhere. Access means inclusion by reducing financial, location, physical, language or other barriers.
- Academic Excellence: We expect academic rigor in all curricula and from all students. ECC commits to the premise that quality teaching with comprehensive support will result in positive learning outcomes and student achievement.
- Openness and Respect: We recognize, promote and appreciate a broad range of cultures, attitudes and viewpoints and create an environment of respect, caring and trust. Each individual, no matter his or her limitations, has intrinsic dignity and unique capabilities.
- It is the goal and intent of Erie Community College to embrace and foster diversity and ethnic equity. Candidates for employment and businesses submitting contracts representing all racial, ethnic and cultural groups, protected veterans, individuals with disabilities, genders and sexual orientation are encouraged to apply.

The Intent of the College

The College is seeking vendor proposals for the procurement, implementation, and ongoing success of enterprise Finance, Human Resources and Payroll application software. The College will only consider SaaS (Software as a Service) and Cloud technologies. ECC is not interested in hosting the applications. In addition, the College seeks a system that includes ancillary products (e.g., database management systems) and professional services from the vendor or certified partner.

The College is eager to enhance its efforts in the following areas:

- ☐ Streamlined business processes
- ☐ Improved services for students, faculty, staff and vendors
- ☐ Reduce the number of disparate systems needing to be interfaced
- ☐ Avoid patches and upgrades
- ☐ Greater access to important resources
- ☐ Improved productivity through the use of web-enabled applications
- ☐ Responsiveness to state/federal/internal reporting requirements
- ☐ Efficient access to data, information and transaction processing by business areas (non-IT). Improved analytical and statistical analysis of data over time
- ☐ Improved data reporting capabilities to facilitate the college's goal of embracing and fostering diversity

At a minimum, it is the College's intent to purchase a solution utilizing SaaS (Software as a Service) or Cloud technologies which will include a financial information system and human resource/payroll system. In addition to these main applications, the College will also consider the purchase of additional modules, including SIS (Student Information System) travel and expense reporting and grant accounting systems. The proposed modules should share the use of an integrated, database management system which would also be part of this procurement. In the event that a single vendor solution cannot meet the requirements of both the Finance and Human Resources/Payroll areas of the College, the College reserves the right to procure solutions from multiple vendors.

As needed, the College will acquire related software products (e.g., compilers, report writers). Finally, the College will procure as needed services for implementation from the software vendor or certified partner. Services that must also be provided are implementation, training, functional consulting, project management, data conversion, software customization, software integration and maintenance, etc.

If an implementation partner is utilized, it is the responsibility of the software vendor to clearly and precisely provide the partner with all the agreed upon software configurations and processing rules that ECC requires for a successful implementation. Failure to do so can result in the termination of any agreement. It is also the partner's responsibility to verify functionality of the software and the configured rules and workflows as promised by the software vendor. Failure to agree to these terms may exclude vendors from consideration. This RFP includes a presentation of general system requirements and technical requirements. Vendors are encouraged to be as responsive as possible to each item within this document.

Procurement Process

This RFP and any resulting contract or awards shall be governed by the procurement regulations of the State of New York, County of Erie, and Erie Community College. As such, the following shall apply:

The Board of Trustees of ECC may contract with parties who have been selected by the RFP review committee. Several factors will be considered before making the award(s). Cost, software features, architecture, mobile features, efficiencies, and references will all be evaluated. The competitive proposals, for the acquisition, procurement, or maintenance of enterprise software modules for finance, human resources, payroll and related systems and equipment will be evaluated. The ERP software, and related materials, goods and services will be procured in accordance with procedures, and criteria established by the Board of Trustees of ECC, Erie County and the State of New York.

The College's procurement process will entail five major steps:

Step One:

Vendors will be invited to submit proposals in response to this RFP. Proposals must at a minimum meet the College's mandatory requirements as listed in the **"Critical Criteria for Proposed Software"** section of this RFP and should focus on products and services that best satisfy the College's needs, as presented in this RFP.

Step Two:

The College selection committee will evaluate vendors' written responses with respect to the College's needs and critical criteria, as presented in this RFP. Selected Qualified vendors will be invited to continue in the procurement process and engage in discussions about software configuration, implementation costs, and selection of an implementation partner. (See further information in the **"Instructions for Implementation Quotes"**).

Step Three:

Qualified vendors may be asked to perform in-depth product demonstrations even if they have provided demonstrations previously to the College. Such demonstrations will be based upon the College's specific functional needs and requirements.

Step Four:

After a thorough evaluation of vendors' proposals and based on past and possible future onsite demonstrations, the College may further solicit pricing from qualified vendors based on pricing provided in the RFP response. Furthermore, the College may ask qualified vendors to refine their proposals for various products and services.

Step Five:

If the selected vendor does not provide implementation services, the vendor must provide the names of three certified partners for the College's consideration. See the **"Instructions for Implementation Quotes"** section of this RFP for further additional information. ECC will

negotiate separately with the provided vendors and enter into a separate contract. At the conclusion of such a process, the College will make a final recommendation to the College's Board of Trustees to authorize a contract with both the software vendor and implementation partner and secure approval from the Erie County Legislature.

RFP Instructions and Requirements

Below are instructions and requirements for all vendors. The College will not consider a Vendor's proposal unless it is consistent with all material instructions and requirements.

RFP Manager:	Director of Network Operations
Joseph W Stewart	Scott Ermer
RFP Manager	Director of Network Operations
College Information Technology Services	College Information Technology Services
716-851-1978	716-851-1978
stewart@ecc.edu	ermer@ecc.edu

PROPOSAL INFORMATION:

Questions from Vendor

It is Vendor's responsibility to inquire in writing about, and request clarification of, any aspect of this RFP that is not understood. Should the Vendor discover any material ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Vendor(s) should immediately notify the ECC RFP Manager by e-mail of such discovery, with a request for modification or clarification. Although the College has made commercially reasonable efforts to provide accurate information in this RFP, ECC makes no representation, warranty, or covenant with respect to the completeness or accuracy of the information contained herein.

Vendors are encouraged to provide questions to clarify specific points contained in this RFP and to clarify ECC's current operational strategy and desired services from Vendors. Erie Community College will respond to Vendor questions in writing.

High Level Timing and Key Activities through Negotiations

The following schedule is provided to Vendors as an indication of the plan to complete the RFP selection activities and move to a contracting process with the preferred Vendor. This plan is subject to change without notice, although reasonable efforts will be made to adhere to this plan and communicate progress with Vendors to the extent possible.

Proposals will be received up to the time and date indicated in the "**Dates and Timeframes**" Section of the RFP. Late proposals will not be accepted and will be returned unopened. Proposals may be delivered in person, by U.S. mail, or courier services. Fax proposals are not acceptable. Proposals must be submitted in an envelope plainly marked with the following information: Enterprise Finance, Human Resources and Payroll Software and Related Services (RFP #1894)

Proposals shall be binding upon the provider for 180 calendar days following the award recommendation date. All terms and specifications included in or appended to this solicitation apply to any subsequent award.

Number of Copies: Submit six (6) copies of the proposal. An electronic copy in MS-Word and PDF formats on a flash drive must also be provided. Brochures and other promotional materials are not necessary unless you consider them to be the only way to convey your services.

- ☐ Each proposal shall conform to the format presented in Appendix A. Proposals shall include tabs at each identified section and all information shall be presented in the order that is identified in Appendix A.
- ☐ Each proposal shall include a Non Collusion Affidavit signed by the vendor with his/her usual longhand signature. Proposals by partnerships must include the names of all partners and be signed in the partnership name by a general partner with the authority to bind the partnership in all relevant matters. Proposals by corporations must include the legal name of the corporation followed by the signature of a person who is authorized to bind the corporation. The name of each signatory shall be typed or printed below the signature. When requested by the College, satisfactory evidence of the authority of all those who signed the proposal shall be furnished.
- ☐ Proposals may be withdrawn by a vendor prior to April 14th, 2016 by submitting a written request to the College.
- ☐ All addenda issued prior to April 14th 2016 shall form a part of the specifications issued to vendors for the preparation of their proposals.
- ☐ The College reserves the right to reject any or all proposals, or any portion or combination thereof. In addition, the College reserves the right to waive any irregularity or informality within the proposal or procurement process.
- ☐ Section 508 Compliance statement: Vendors bidding on this proposal must be willing to accept the following statement as part of any agreements that may be entered into with the College:

“Vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services, which is brought to its attention. Vendor further agrees to indemnify and hold harmless the Erie Community College or the County of Erie using the vendor’s products or services from any claim rising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.”

- ☐ The award of contracts to qualified vendors, if made by the College, will be based upon a

comprehensive review and analysis of each proposal. The College shall be the sole judge of the merits of proposed products and services. The College, alone, shall determine its best interests and act accordingly. All vendors shall abide by the decisions of the College.

- ☐ Upon the College's request, a vendor shall submit satisfactory documentation of its financial resources, experience in providing relevant products/services, personnel who are available to perform with respect to the proposed contract and any other desired evidence of the vendor's qualifications.
- ☐ Vendors are entirely responsible for any expenses that are associated with their participation in the procurement process. The College shall have no responsibility.
- ☐ The College reserves the right to perform whatever research it deems appropriate in order to assess the merits of any vendor's proposal. Such research may include, but not necessarily be limited to, discussions with outside consultants, certified partners of the vendor's software and interviews with the vendor's existing clients and analysis of industry reports.
- ☐ The College reserves the right to seek clarifications and follow up information from vendors and certified implementation partners.
- ☐ Vendors are hereby advised that the College is bound by open records laws and policies when it receives vendor-submitted materials. Any information that constitutes a trade secret and that a vendor wishes to declare confidential should be expressly noted as such at the top of each relevant page and be in compliance with all public agency contract code requirements for permitting exclusion
- ☐ In the event of litigation, the related matters shall be governed by and construed in accordance with the law of the State of New York. The venue shall be with the appropriate state or federal court located in Erie County, New York.
- ☐ The vendor selected by the College and the selected implementation partner if applicable will be required to execute a formal contractual agreement based upon the terms and conditions included in this RFP. A draft contract may be provided as consideration in the development of the Agreement. All contract documents are subject to the approval of the College and its legal counsel. Electronic approval of terms and conditions upon sign-in will not be binding. All contract amendments must be fully executed between those identified as signatory by each party.
- ☐ When the software Vendor and the selected implementation partner if applicable, and the details of software configuration features are finalized, it is the responsibility of the selected vendor or partner to provide implementation services as outlined in the RFP response. The College will enter into separate negotiations with these vendors to secure the best values for the College. All of the rules and obligations outlined in this RFP will apply to any contract negotiated with the implementation partners.
- ☐ Each vendor and/or implementation partner, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in the contract documents. Upon request, each vendor shall furnish the College with evidence demonstrating possession of required licenses and/or permits, and the qualifications for a successful implementation.

- ☐ The vendors shall not discriminate against any prospective or active employee engaged to perform any work because of race, color, ancestry, national origin, religious creed, sex, age, disability or marital status. The vendor agrees to comply with applicable federal and State laws. In addition, the vendor agrees to require compliance with this provision by any subcontractor.
- ☐ No interest in the contract shall be transferred to any other party without the permission of the College's Board of Trustees.
- ☐ Any award that arises out of the procurement process shall be governed by the laws of the State of New York and Erie County. The following shall apply:

The Board of Trustees of ECC may contract with parties who have been selected by the RFP review committee. Several factors will be considered before making the award(s). Cost, software features, architecture, mobile features, efficiencies, and references will all be evaluated. The competitive proposals, for the acquisition, procurement, or maintenance of enterprise software modules for finance, human resources, payroll and related systems and equipment will be evaluated. The ERP software, and related materials, goods and services will be procured in accordance with procedures, and criteria established by the Board of Trustees of ECC, Erie County and the State of New York.

- ☐ The vendor agrees to indemnify and hold harmless the College from any claim that arises out of its failure to comply with the Rehabilitation Act of 1973, as amended.
- ☐ In accordance with the provisions of New York State Department of Labor Code, the successful vendors shall secure the payment of compensation to its employees. The vendor hereby acknowledges, and by submitting a proposal agrees, to the following statement:
"I am aware of the provisions of New York State Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of which this contract documents."

<https://labor.ny.gov/workerprotection/publicwork/PWLabLaw.shtm>

- ☐ Insurance: Vendor shall not commence work until it has obtained the insurance required herein and has submitted proof of such coverage to the College and approved by ECC's Legal Counsel. Vendor shall not allow any subcontractor, agent, or employee to commence work on the contract without proof of same. Coverage must be secured and maintained for the duration of the contract. A copy of the insurance requirements will be sent to the selected vendors.
- ☐ The College does not discriminate with regard to race, color, gender, national origin, or disability in the awarding of contracts. It is the goal and intent of Erie Community College to embrace and foster diversity and ethnic equity. Candidates for employment and businesses submitting contracts representing all racial, ethnic and cultural groups, protected veterans, individuals with disabilities, gender and sexual orientation are encouraged to apply.
- ☐ The College encourages the submission of proposals from all vendors who can meet the mandatory requirements set forth in this RFP.

Existing Applications and Information Technology at ECC

General Background

ECC supports a portfolio of administrative applications that provide services College-wide to students, faculty, and staff. This portfolio includes a complete student information system, human resources system, financial system, library automation system, learning management system, web services, document imaging, and enterprise SharePoint document management system. Also the CampusLabs modules for accreditation, assessment, middle states, planning, and strategic planning are utilized. IT has standardized on a Windows Enterprise Server and SQL Server environment with web client access whenever possible.

Web Systems Information

Many systems at ECC provide services through a web browser. Most SIS functionality is delivered through Colleague web client, and MyECC, a web-based portal for students, faculty, and staff. Webadvisor has a student-facing web portal. The library system has a web portal for patrons. ImageNow provides web clients in addition to full Windows clients. The Blackboard LMS is completely web-based.

Current Application Software Supported

Systems Name	Source	Areas Directly Supported	Functional Description
Student Information System (SIS)	Ellucian Colleague	Students, Faculty, Staff	Comprehensive software application which automates many functions in Student Services and Instruction at the colleges. Services are provided to students, faculty, and staff through a common portal.
Finance	Ellucian Colleague	Purchasing (central Purchasing and all Offices/Departments), Business Services	Software in support of purchasing and accounting
HR/PR	Ellucian Colleague	HR, Payroll Business Services, College Fiscal Offices	Software in support of HR functions, budget development, and local payroll processes
Financial Aid	Ellucian Colleague	Financial Aid Offices	Financial Aid software used to automate all aspects of the college financial aid offices
Aleph	Aleph	Library Staff and Students	Library automation system supporting all library functions
ImageNow	Perceptive Software	Financial Aid Offices, Admissions and Records Offices, Student Services, Instruction	Enterprise-wide document management and workflow system
Blackboard LMS	Blackboard	Students, faculty	Learning management system for students
Taleo	Oracle Taleo Cloud Service	Applicant Tracking, Position Description, Performance Management	Comprehensive Software as a Service for managing all Employment Applications and associated Position Descriptions and for managing performance evaluations for Administrators and Managers.

Erie Community College

Enterprise Finance, Human Resources, Payroll Software and Related Services

CamusLabs	HigherOne	Students, Faculty and Administration	Assessment, planning and program review. Support for Middle States compliance
DonorPerfect	DonorPerfect	College Foundation Offices	Fundraising Management solution for nonprofits which includes a database of donor and contribution records. It also includes modules for Alumni Tracking and Events Management.

SharePoint	Microsoft	Faculty, Staff, Students	A general purpose collaboration solution for information sharing and communication
Ellucian CROA BI	Based on Microsoft Business intelligence stack	College, Administrators, Faculty and Staff	A general purpose data warehouse containing student, staff, and financial data, along with research tools and reports. Also used for state reporting.
CollegiateLink, Beacon, Baseline, ComplianceAssist (Program Review and Accreditation)	CampusLabs, Higher One	College Administrators, Faculty and Staff	Campus Labs® platform offers integrated software and cloud-based assessment tools for higher education.
StarFish	Hobsons	College Administrators, Faculty and Staff	Retention Early Intervention
Recruiter	Ellucian	College Administrators, Faculty and Staff	Admission Application and Marketing Communications

Important Facts

Web Sites	http://www.ecc.edu
Number of Full-Time Faculty	326
Number of Part-Time Faculty	512
Number of Academic Administrators and Classified Administrators/Managers	43 (Based on EEO Code of Executive, Administrative, Managerial)
Number of Regular Classified FT and PT Employees	1,799 (Includes Faculty)
Number of Short-term Temporary Classified Employees	42
Major Sites	ECC South Campus, Orchard Park, NY ECC City Campus, Buffalo, NY ECC North Campus, Williamsville, NY
Accreditation	Middle States
Fall 2015 Enrollment (Headcount)(FTES)	12,054 Headcount 4,563 FTES
FY 2015 – 2016 Unrestricted General Fund Budget	\$ 110 million

Dates and Timeframes*

***All Dates are subject to change at the discretion of the College**

Event	Date/Timeframe
Release of RFP	March 23 rd , 2016
Deadline for vendor(s) questions to College	April 13 th , 2016
Deadline for College to respond to vendor(s) questions	April 20 nd , 2016
Deadline for vendor(s) submission of proposals is 4:00 pm EDT	May 20 th , 2016
Selection of vendor(s) who may be invited to give onsite demonstrations	May 27 th , 2016
Possible vendor demonstrations and presentations	May 30 th – June 3 rd 2016
Interviews and presentation by implementation partners, if applicable	May 30 th – June 3 rd , 2016
Selection of software vendor and implementation partner if applicable	June 8 th , 2016
Finalization of contract(s) terms and pricing	June 8 th , 2016
RFP Award to Selected Vendor(s) – Pending BOT and Legislature Approval	June 10 th , 2016
Approval of contract(s) award by the College's Board of Trustees	June 30 th , 2016
Approval of contract(s) awarded by the County of Erie Legislature	July 2016

All questions should be submitted to Joseph Stewart of ECC, stewart@ecc.edu – Email, in writing by the deadline indicated above. Written answers to questions will be sent to vendors on or before April 20th, 2016. Vendors are strongly encouraged to schedule their resources according to the above dates and timeframes.

Mailing Address:
Erie Community College
Building 7, South Campus
Att: Joseph Stewart
4041 Southwestern Blvd
Orchard Park NY, 14127
Stewart@ecc.edu

Critical Criteria for Proposed Software

The vendor's proposed software *should* meet all of the following critical criteria:

1. Include modules for Finance, Budget Management, Requisitioning, Purchasing, Accounts Payable, Fixed Assets, Human Resource management, Position Control, Position Budgeting, Payroll Processing and Portal systems. Vendors must demonstrate that their systems are able to integrate all areas of the College Financial, Human Resources and Payroll operations and interface with all of the existing systems currently in place. Vendors must demonstrate that their systems reduce/eliminate redundant entry of data.
2. Be Mobile and web-enabled and include web based self-service applications for students, faculty and staff as appropriate.
3. Provide an integrated Portal application from which all applications can be accessed and support a single sign-on to those applications and ancillary third-party solutions (i.e.; SIS, Blackboard LMS, ImageNow, Portal, CampusLabs)
4. Demonstrate the ability of the systems to provide for multiple levels of data security, including field level security and demonstrate how the system insures the integrity of the data being entered.
5. Describe how your systems provide for the automation of business processes through the use of a workflow engine, workflow modeling and workflow definition tool that will allow the College to automate many multi-step processes.
6. Describe the various levels of reporting capabilities and demonstrate that they are able to easily access data for daily transaction reporting as well as complex multi-level reporting in support of executive decision making and institutional research type of objectives. Demonstrate how the business areas can self-service their reporting needs.
7. Describe your solutions support of technologies that will allow for tighter, seamless, real-time integration of data between the SIS ERP, enterprise Finance and HR/Payroll solution and necessary third party applications.

8. Erie Community College is currently “Fiscally Dependent” of Erie County, and the New York State University System. The College would like to understand how the proposed solution can be used to process more information locally but still work with SUNY systems.
9. Of particular interest is the vendor's commitment to the standards and requirements of SUNY Community Colleges reporting for SIRIS, State Education Department and IPEDS requirements. Please describe how, as a vendor, you will provide support for other state and federal mandated requirements.
10. Provide information regarding future development of your proposed and future products for the next three (3) to five (5) years and beyond.

Supplementary Questions

The following items are important with respect to the evaluation of proposals. Vendors should provide clear and detailed responses to each item.

1. Please indicate whether the proposed software includes the following applications/modules:
 - ☐ Integrated Portal
 - ☐ Finance (including General Ledger, Budgeting, Requisitioning/Purchasing, Accounts Payable/Receivable, Fixed Assets)
 - ☐ Travel and Expense
 - ☐ Grant Accounting
 - ☐ Human Resources
 - ☐ Payroll including Position Control and Position Budgeting
2. Please provide detailed information about reference sites. We are specifically interested in your most recent implementations. Please include the following:
 - a. Names of institutions
 - b. Contact names, titles, telephone numbers, and email addresses
 - c. List of installed software products and the production status of each, when they were implemented and which release.
3. Please organize the information about reference sites with respect to the following categories:
 - ☐ New York State and Private Universities
 - ☐ New York Community College College(s)
 - ☐ Community college's outside New York
 - ☐ State and Private Universities and Colleges

4. For each of the following items, please provide specific information about how the proposed software supports the College's reporting functions.
 - ☐ MIS (including staff file data)
 - ☐ NYSERS
 - ☐ NYSTRS
 - ☐ TIAA-CREF
 - ☐ 1099 reporting
 - ☐ ACA (Affordable Care Act)
 - ☐ Other state and federal reports
5. Please provide infrastructure details regarding redundancy, disaster recovery and backup of your cloud or SaaS offering.
6. Please provide details on secondary environments for test, development, training, etc.
7. Provide details on the authentication methods available and single-sign-on capabilities and if your solution allow for multi-factor authentication.
8. Provide an overview of how data from the legacy ERP system will be migrated into the new cloud or SaaS offering.
9. Please indicate whether the proposed software is web-enabled and if so, please describe this and indicate the versions you support.
10. Please describe how your solution meets Section 508 accessibility requirements.
11. Please describe how your solution meets New York law related to protecting Social Security numbers.
12. Please describe all available tools included report writers, query tools, and other ancillary software. The vendor must provide tools for ECC to extract data as necessary for data warehouse reporting.
13. Please describe any relevant portal technologies that your solution provides with which it can be integrated.
14. Please describe any online training materials that the College should consider.
15. Please describe data migration and integration API's or Web Services available within your solution.

16. ECC anticipates that a number of ancillary systems will need to be integrated with the new Finance and HR/Payroll solutions. The following provides a listing of those solutions that are likely to remain and require integration with the selected vendor's solution. Please answer the following questions for each of these applications listed.
- i. Does the vendor have a formal business relationship or partnership with the ancillary software vendor listed below?
 - ii. Does the vendor provide a standard interface for this ancillary software product?
 - iii. Is the software integration for this ancillary product provided by the ancillary product vendor?
 - iv. If the vendor does not provide a standard interface, has the vendor worked with other customers to build a custom interface for this software?
integration? If yes, please provide two (2) or three (3) client references.
 - v. Does the vendor know customers who have done their own integration with this product and would they be willing to share their solution?
Please provide the names of two (2) or three (3) clients who would be willing to share the solution.
 - vi. Does the vendor provide for an integrated solution which you are proposing that would replace the functionality of the ancillary software product?

List of Ancillary software products likely to require integration with Finance or HR/Payroll solution:

- ☐ Ellucian SIS Financial Aid, Registration, GL and other Colleague modules
- ☐ Ellucian Recruiter
- ☐ Taleo for Employee Applicant tracking, evaluation and onboarding
- ☐ ImageNow for Document Management and Workflow
- ☐ DonorPerfect for Foundation Fund Raising (integration for Financial reporting)
- ☐ Ellucian CROA BI for Reporting
- ☐ CampusLabs for assessment and planning

General Technical Information

Please provide the following technical information with respect to the proposed system:

1. Describe in detail the underlying technology that supports your software. If your solution requires ECC to share resources, describe this completely. Please indicate the number of clients currently running on each DBMS platform.
2. Identify the platforms (e.g., application servers, mass storage devices) that are being used to support the proposed system and how the platforms are sized.
3. Please present a physical topology and logical topology (both in graphical form) that describe an appropriate hardware and software environment that provides your (SaaS) technology.
4. Please describe the recommended specifications for Internet bandwidth, to support an institution of ECC's size. What best practices are recommended for redundant internet connections?
5. Identify the programming languages inherent within the proposed system and the compilers, tools, APIs are provided?
6. Describe middleware, if any, that is recommended or required?
7. Identify the devices that your application runs on. (PC's, Mac's, mobile devices)?
8. Identify if your solution supports a **completely** browser-based work environment? If not, is such an environment planned? If planned, when it is scheduled to be released?
9. Does your solution have a complete SIS in the cloud? If not, is such an environment planned? If planned, when it is scheduled to be released?
10. Please describe a typical technical and support staff structure to maintain and support your solution for a college of our size (e.g., database administrators, analyst, system administration, programmers, help desk, etc.)
11. Please provide details about your offerings for, application service provider (ASP), and software as a service (SaaS) options?

Appendix A: Required Format for RFP Responses

Section 1: Executive Summary

Provide an executive summary that summarizes the proposal.

Section 2: Vendor Profile

Provide the following information:

- (a) Name of vendor
- (b) Vendor's mailing address, telephone number, FAX number, and web site address
- (c) Vendor's primary contact person
- (d) Primary contact person's title, mailing address, telephone number(s), FAX number, and email address
- (e) Brief overview of the vendor's company, products and services

Section 3: Vendor's Understanding of the RFP

- (a) Provide a statement that acknowledges the vendor's understanding of the "Procurement Process" as presented in the RFP.
- (b) Provide a statement that acknowledges the vendor's understanding of the "RFP Instructions and Requirements" as presented in the RFP.

Section 4: Critical Criteria for Proposed Software

Provide responses to each of the items within the "Critical Criteria for Proposed Software" section of the RFP.

Section 5: Proposed Software Products

- (a) Identify all application software that is proposed or required.
- (b) Identify all database technologies and/or file management systems that are proposed or required.
- (c) Identify all **required** ancillary software (e.g., middleware, compilers, and report writers) that the College should consider.
- (d) Identify all **optional** ancillary software (e.g., middleware, compilers, and report writers) that the College should consider.
- (e) Summarize the features, functionality and characteristics associated with each software product.

Section 6: Supplementary Questions

Provide a response to each of the items within the "Supplementary Questions" section of the RFP.

Section 7: State/Federal Reporting Requirements

For each major application (e.g. Human Resources/Payroll, Finance) summarize the functionality that enables support for state and federal reporting. In particular, such a summary should address the following questions:

- (a) Is the vendor's current software already compliant? If not, how will compliance be achieved?
- (b) What product commitments, if any, is the vendor making with respect to reporting functions? How will such commitments unfold?
- (c) How does the vendor ensure ongoing compliance with the release of software upgrades?

Section 8: General Technical Information

Provide a response to each of the items within the "General Technical Information" section of the RFP.

Section 9: Proposed Training and Implementation Services

- (a) Describe the training and implementation support that is required, recommended, available or provided for each proposed software product, including the database management system.
- (b) Provide a suggested implementation schedule, including major milestones.
- (c) For each major system implementation activity, estimate the number of hours of vendor-provided professional services that are needed.

Section 10: Additional Services

- (a) Describe all additional services (e.g., remote technical support) that are required, recommended, and available or provided for each proposed product.
- (b) Provide information about the internal staffing requirements that the College will encounter with the proposed system.
- (c) Provide information about National, Regional and State specific Users Groups that are supported by your company. Include contact information for Officers of those Users Groups.

Section 11: Data Conversion and System Interfaces

- (a) Describe the products, utilities, processes and services that are recommended or needed for the conversion of the College's existing data.
- (b) Identify a means of developing and maintaining interfaces between the College existing enterprise systems and the College's future enterprise systems during the implementation process.
- (c) Identify a means of developing and maintaining interfaces between the proposed AIS applications and the College's existing ancillary systems (e.g., Student Information System, Financial Aid System, document imaging, and library), some of which are web-enabled.

Section 12: Software Maintenance and Enhancements

- (a) Describe the benefits, impacts, and schedules of new releases and modules. State the circumstances under which such releases are mandatory or optional.
- (b) Describe, both during and after the warranty period, the procedures for obtaining product support.
- (c) Describe, in detail, how gaps between the vendor's baseline product and the College's functional needs will be identified, analyzed and resolved. Given the College's requirement to preserve existing functionality (but not necessarily present business processes); it is important for vendors to present a strategy that enables the College to maintain the capabilities that are inherent within its existing enterprise solutions.
- (d) Explain how custom modifications can be made by the vendor and/or College. In addition, describe the alternative mechanisms for maintaining such modifications over time.

Section 13: Vendor's Corporate Strength

Describe the vendor's corporate history, market segment(s), client base, employee base, research and development programs and financial well-being.

Section 14: Optional Products and Services

Describe, in detail, all optional products and services. Vendors are hereby advised that the College's may want to procure an optional item, but might not be able to do so if it is not formally declared in this section. Optional products might include Student Information System, query tools, workflow systems, IVR solutions, utilities, documentation, training materials, data warehouses, database technologies, security mechanisms, etc.

Section 15: Additional Information

Provide any additional information that the College should consider in its evaluation of proposals. This would include a list of whether your company is currently involved in litigation with any of your clients. Do not provide marketing brochures or generic information that does not meet your specific solution to this Request for Proposal.

Section 16: Acknowledgement of Addenda

Provide attached proposal form that acknowledges understanding and compliance with RFP conditions and acknowledges the issuance and receipt of any RFP addenda, if applicable.

Section 17: Client References

Provide three (3) client references for agencies/companies that are currently or in the past five (5) years have used your services. Community Colleges are preferred. A correlation between the proposed systems and the referenced system is preferred.

For each client include:

Owner/Company/Agency Name:

Contact Person No. 1 and current telephone number: IT Executive

Contact Person No. 2 and current telephone number: Business Services Executive

Contact Person No. 3 and current telephone number: HR Executive

Appendix B: Instructions for Implementation Quotes

If the software vendor does not provide implementation services, the software vendor must:

Provide at least three (3) certified implementation partners that have a proven record of successful implementations for your software. Provide details and profiles for each company with the appropriate contact information. To be considered for the RFP award, software vendors must provide to the implementation partners the details of the agreed upon configuration options and scope of the project and any integration that may be required so that they can provide an initial quote. ECC will expect three quotes with a Statement of Work (SOW) describing in detail the each partners approach and recommendations for a successful implementation.

The College will enter into separate negotiations to select an appropriate partner that best suits the college's needs based on the responses and interviews. Questions from implementation partners are bound to the same deadlines listed in this RFP.

If the software vendor does provide implementation services then the vendor must provide an initial cost estimate and SOW for implementation. The College will negotiate final scope and pricing before making the initial RFP award.

Request for Proposal
ECC No. 1894

Enterprise Finance, HR, Payroll Software and Related Services

AFFIDAVIT OF NON-COLLUSION

The prospective Vendors must sign the Affidavit and provide the information
required of
Vendor as outlined.

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Vendor; a partner, an officer or an employee of the responding company/corporation having authority to sign on its behalf;
2. That the attached proposal or proposals have been arrived at by the Vendor independently, and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Vendor or materials, supplies, equipment or services described in the Request for Proposal designed to limit independent offers or competition;
3. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Subscribed and sworn to me this

_____ of _____, _____

Signature

Notary Public

Firm Name

Expires

Date

Request for Proposal
ECC Number 1894

Enterprise Finance, HR, Payroll Software and Related Services

PROPOSAL FORM

RFP Manager
Joseph W Stewart
Erie Community College
4041 Southwestern Blvd
Orchard Park New York 14127

In compliance with this Request for Proposal, the undersigned acknowledges that I have read and understand all the conditions imposed herein and have received Addenda numbers _____ and agree to furnish the services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name of Firm: _____

Address: _____

City: _____

State & Zip: _____

Telephone: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Appendix C:

This pricing table should be used for Software as a Service (SaaS) pricing only. Vendors should make table entries for any additional costs.

Five Year Software Pricing SaaS

	Year 1	Year 2	Year 3	Year 4	Year 5
HCM/Payroll/Finance					
Training					

This pricing table should be used for Cloud providers only.
Vendors should make table entries for any additional costs.

Five Year Software Pricing Cloud

	Year 1	Year 2	Year 3	Year 4	Year 5
HCM/Payroll/Finance					
Hosting Fees					
Maintenance					
Training					

Appendix D:
Implementation Services

Respondents that do not provide services are required in this RFP to provide three certified partners for implementation services. Each implementation partner that will be considered by the college must provide a detailed Statement of Work (SOW) describing their approach and a timeline for completion of the HCM/Payroll and Finance implementation according to the agreed upon features and configuration provided by the software vendor and agreed to by the college. It is the software vendor's responsibility to clearly communicate to the partner the specifics of the agreed upon features and configuration. The software vendor must provide three proposals from certified partners as part of their response. If the software vendor provides implementation services they must also provide a detailed Statement of Work (SOW).

After review of the initial SOW from each vendor, it is understood that further negotiations may take place that could alter the SOW and pricing for the implantation services.

Please provide the listed information which will assist the college in evaluating your company for implementation services. This information should be included with your SOW or as an appendix.

Executive Summary / Overview

Description your company's experience

Provide Three references

Number employees in your company are dedicated to ERP implementations

Number of ERP deployments have you done?

Number of ERP deployments are in progress?

Provide case studies for engagements of similar scope and complexity

Description of the tools, templates and accelerators that you believe are unique to your ERP practice

Description of your approach, including the and methodology in regards to data conversion.

Describe your tools and methodology in regards to integration. What leading practice would you bring to the project regarding integration?

Describe your expertise as it relates to knowledge of and experience working with third party vendor systems.

Post go live, what is the transition plan of moving the support from your firm to our institution?

How is production support provided in a phased deployment? Does the project team provide production support for the duration of the project on phased deployments?

Does your firm provide any ongoing post-go live deployment services? Please describe.

Provide a description of your general implementation methodology including specific milestones and deliverables by each phase.

Describe your engagement governance approach for this project.

Describe your escalation approach – what is the process, how are issues and actions logged, how these are reported?

Identify metrics used to measure project progress and measure success.

How many of your projects have failed the Delivery Assurance review? How do you ensure success?

Describe your approach for managing a system design effort when significant organizational and business process uncertainty and inconsistency exists.

Describe your approach for managing a system design effort when significant organizational transformation is occurring.

What is your approach for assisting client with decision making?

What documentation and training do you provide? Please provide samples as well as a detailed list.

In your experience, what are the biggest challenges our institution will experience on this project?

Please provide an estimate by Role for your resources by stage.

Describe what role our institution will have in screening proposed team members, identifying resource/role misalignments and approving staff transitions.

Please describe your space requirements needed when onsite

What are your expectations for our institution project team staffing, roles, and responsibilities?

Please provide a description of your typical deployment project team structure.

Please provide a timeline for completion of each module.

In the event there are any cost overruns, please describe an hourly rate for each type of service and role.

Appendix E:
Implementation Services

Use the table below to summarize the implementation costs from the implementation vendor's SOW. Make any additional entries as required.

Module / Service	Cost	Deployment Time
HCM		
Payroll		
Finance		
Integration		
Training		
Travel		
Total Cost		

Schedule A

PROPOSER

CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with Erie Community College and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the College for the required services. The undersigned agrees and understands that the College is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the College, its directors, officers, employees or agents unless an agreement is signed by duly authorized officer of the College and, if necessary, approved by the Erie County Legislature and the Office of Executive Vice President of Legal Affairs.

It is understood and agreed that the College reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the College reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the College is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____

Name and Title

Schedule B:

Insurance Requirements

Erie Community College
Enterprise Finance, Human Resources, Payroll Software and Related Services

RFP #1894

INSTRUCTIONS FOR COUNTY OF ERIE, ERIE COMMUNITY COLLEGE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
- A. Shall be made to the "County of Erie and Erie Community College, 4041 Southwestern Blvd. Orchard Park, NY 14127"
- B. Coverage must comply with all specifications of the contract.
- C. Must be executed by an insurance company, agency or broker, which is licensed by the NYS Department of Financial Services.
If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: Erie Community College, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts	H Athletic Fields and Gyms	I Use of Pools
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE								
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE								
X.C.U. (explosion, collapse, Underground)	INCLUDE								
Athletic Participant Liability								INCLUDE	INCLUDE
Abuse and Molestation				INCLUDE (where applicable *)				INCLUDE (where applicable *)	INCLUDE (where applicable *)
Liquor Law				INCLUDE	INCLUDE			INCLUDE	INCLUDE
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000	\$1,000,000	\$2,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000						
Erie County, Erie Community College To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required
- IX. Waiver of Subrogation: Required on all lines unless noted
- X. Abuse and Molestation included for activities involving children - \$1,000,000 Limit (ie. Daysports, Camps, etc.)
- XI. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

- XII. Workers Compensation: State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below:

Workers Compensation Forms	
CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms	
CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

- XIII The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.



**Erie Community College &
County of Erie Standard Insurance Certificate**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No., Ext)	FAX A/C No.
	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU TORY LIMITS: <input type="checkbox"/> OTH ER- \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

County of Erie and Erie Community College 4041 Southwestern Blvd. Orchard Park, NY 14127	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

Understanding New York Workers Compensation Board Workers Compensation and N.Y.S Disability Benefits Liability

This is a brief description for governmental organizations to validate vendor workers compensation and NYS Disability Benefits coverage. These requirements should be used when applying for permits, licenses or secure contracts. Copies should be obtained not only at the initial issuance but at renewal as well. A full instruction manual can be obtained from the [Workers Comp Board](#).

The forms discussed are:

- 1) Form CE-200- [Affidavit of Exemption](#) (obtain at: <https://www.wcb.ny.gov/icexempt/index.jsp>)
 - Acceptable proof that the business listed is exempt from providing workers' compensation and/or disability insurance coverage.
- 2) Workers Compensation
 - Form C-105.2: Certificate of Workers Compensation (WC) (Obtain from your insurance agent)
 - All private NYS licensed workers' compensation carriers are required to issue the C-105.2.
 - Form SI- 12: Certificate of WC when self-insured. (Obtain from workers compensation board)
 - Only the Self-Insurance Office of the Workers' Compensation Board issues the SI-12. The Self-Insurance Office can be contacted at 518-402-0247. Only one legal name and Federal Employer Identification Number can be listed on each Form SI-12. (Multiple legal entities must not be listed.)
 - Form GSI- 105.2: Certificate of WC when participating in a group self-insured program.
 - The self-insurance administrator of the group completes the form.
 - Form U-26.3: Certificate of WC
 - Acceptable proof that the business has workers' compensation coverage through the New York State Insurance Fund. Only available through (NYSIF).
- 3) New York State Disability Benefits Law (DBL)
 - Form DB-120.1: [Certificate of DBL Insurance](#) (obtain from workers compensation board)
 - The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier. The form can be obtained by contacting the [Bureau of Compliance](#). (certificates@wcb.ny.gov)
 - Form DB-155: [Certificate of DBL Self-Insurance](#)
 - The Self-Insurance Office of the Workers' Compensation Board issues the DB-155. The Board's secretary will approve the DB-155. The Self-Insurance Office can be contacted at 518-402-0247.
- 4) Exemption 1, 2, 3, or 4 Family, Owner Occupied residence (<http://www.wcb.ny.gov/content/main/forms/bp-1.pdf>)

NOTE: ACORD Certificates of Insurance are not acceptable proof. Must use one of the forms noted above:

Schedule C:

Contract Agreement

THIS AGREEMENT made the [REDACTED] day of [REDACTED], 2016

by and between

ERIE COMMUNITY COLLEGE, a Community College in the State University of New York system, having an office and place of business at 4041 Southwestern Boulevard, Room 1208, Orchard Park, New York 14127

(hereafter "ECC" or the "College")

And

[REDACTED], a New York State Corporation having an office and principal place of business at: [REDACTED]

(hereafter the "Contractor")

WITNESSETH:

FIRST: The Contractor shall provide [REDACTED]; as more fully described in RFP #1894 Specifications and Contractor's Proposal, which is attached hereto and made a part hereof (the "Work"). The Work shall be carried out by the Contractor in accordance with current industry standards and trade practices.

SECOND: The term of this Agreement shall commence immediately upon fully executed contract and **shall terminate on** [REDACTED], unless terminated earlier pursuant to the provisions of this Agreement.

The Contractor shall report to ECC on its progress toward completing the Work, as the ECC Department or Business Office may request, and shall immediately inform the ECC Department in writing of any cause for delay in the performance of its obligations under this Agreement.

The Contractor shall properly maintain a detailed daily log relative to the services rendered for which compensation is to be paid by ECC pursuant to the terms of this Agreement, which shall be submitted on a monthly basis. This log shall include, but not be limited to, the following:

1. Date.
2. Names and titles of employees rendering service.
3. Nature of service rendered.
4. Required time expended.
5. Itemization of any travel expenses

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the Contractor shall be paid an amount not to exceed [REDACTED] (\$ [REDACTED]), and shall be paid upon completion of the Work. Except as otherwise expressly stated in this Agreement, no payment shall be made by ECC to the Contractor for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

The Contractor shall submit all requests for payment on a properly executed payment voucher, which must be accompanied by a numbered invoice and include the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall payment be made to the Contractor prior to completion of all Work and the approval of same by the ECC Business Office.

The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Contractor exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, ECC may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. ECC shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

FIFTH: The parties recognize and acknowledge that the obligations of ECC under this Agreement are subject to annual appropriations by the ECC Board of Trustees. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. ECC shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of ECC hereunder shall constitute a current expense of ECC and shall not in any way be

construed to be a debt of ECC in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by ECC, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of ECC. ECC shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. ECC shall retain the right, upon the occurrence of the adoption of any Budget by the ECC Board of Trustees, subject to approval by the Erie County Legislature and State University of New York, during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s) and/or approvals, to conduct an analysis of the impacts of any such County Budget or approvals on ECC finances. After such analysis, ECC shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If ECC subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. ECC shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on ECC finances. After such analysis, ECC shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If ECC subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: (a) ECC, upon ten (10) days' notice to the Contractor, may terminate this Agreement in whole or in part when ECC deems it to be in its best interest. In such event, the Contractor shall be compensated and ECC shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A". Upon receipt of notice that ECC is terminating this Agreement in its best interests,

the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Business Office, and the Contractor shall direct any approved sub-Contractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the ECC Business Office shall determine the value of such Work rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

(b) In the event ECC determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, ECC, in addition to any other right or remedy it might have, may terminate this Agreement and ECC shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SEVENTH: The Contractor agrees to procure and maintain insurance naming Erie County and ECC as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Certificate", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", the Contractor agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County or ECC, (a) the Contractor shall indemnify and hold harmless the County, ECC, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

EIGHTH: The Contractor expressly agrees that neither it nor any Contractor, sub-Contractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

NINTH: The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, sub-Contractors and others employed to render the Work hereunder.

TENTH: All records or recorded data of any kind compiled by the Contractor in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of ECC. The Contractor may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the ECC Business Office. ECC shall have the right to reproduce and publish such records, if it so desires, at no additional cost to ECC.

ELEVENTH: The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of ECC. The Contractor shall not subcontract any part of the Work without the written consent of ECC, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of ECC is void. All subcontracts that have received such prior written consent shall provide that sub-Contractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

TWELFTH: The Contractor and ECC agree that the Contractor and its officers, employees, agents, contractors, subcontractors and/or Contractors are independent contractors and not employees of ECC or any department, agency or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or Contractors will hold themselves out as, or claim to be, officers or employees of ECC or any department, agency or unit thereof.

THIRTEENTH: Failure of ECC to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by ECC of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by ECC of any provision hereof shall be implied.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To ECC: **Business Manager, ECC**

 4041 Southwestern Boulevard, Room 1208

 Orchard Park, New York 14127

with a copy to:

Executive Vice President for Legal Affairs

4041 Southwestern Boulevard, Room 1101

Orchard Park, New York 14127

To the Contractor:

FIFTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

SIXTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

SEVENTEENTH: The Contractor recognizes that this Agreement does not grant the Contractor the exclusive right to perform the Work for ECC and that ECC may enter into similar agreements with other Contractors on an “as needed” basis.

EIGHTEENTH: The Contractor hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130. The Contractor further represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which ECC may be entitled or any civil or criminal penalty to which any violator may be liable, ECC shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

NINETEENTH: The Contractor shall use all reasonable means to avoid any conflict of interest with ECC and shall immediately notify ECC in the event of a conflict of interest. The Contractor shall also use all reasonable means to avoid any appearance of impropriety.

TWENTIETH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without regard to conflict of laws. In addition, the parties hereby agree that jurisdiction and venue for any cause of action arising out of this Agreement shall be in the County of Erie either in New York State Supreme Court, Erie County or United States District Court, Western District of New York.

TWENTY-FIRST: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-SECOND: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the Executive Vice President for Legal Affairs for ECC.

IN WITNESS WHEREOF, ECC and the Contractor have caused this Agreement to be executed.

ERIE COMMUNITY COLLEGE

CONTRACTOR

By: _____

Name: Paul Danieu

Title: Business Manager

By: _____

Name:

Title:

Approved as to form:

Kristin Klein Wheaton, Esq.

Executive Vice President for Legal Affairs

Doc. No. _____

Date _____